

07 CV 11330

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

NICKWARD TRADING S.A.,

Plaintiff,

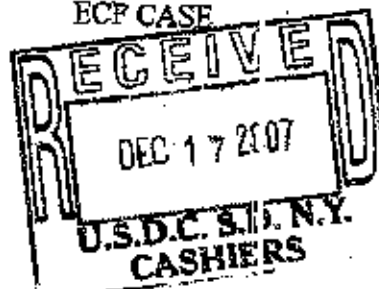
- against -

E&I EUROPEAN IMPORT/EXPORT LTD. U.K. a/k/a  
E&I EUROPEAN IMPORT/EXPORT LTD. and  
E&I TRADING EUROPEAN IMPORT/EXPORT  
LIMITED a/k/a E&I TRADING,

Defendants.

07 Civ. \_\_\_\_\_

ECF CASE



**VERIFIED COMPLAINT**

Plaintiff, NICKWARD TRADING S.A. ("Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendants, E&I EUROPEAN IMPORT/EXPORT LTD. U.K. a/k/a E&I EUROPEAN IMPORT/EXPORT LTD. ("E&I") and E&I TRADING EUROPEAN IMPORT/EXPORT LIMITED a/k/a E&I TRADING ("E&I Trading") (hereinafter collectively referred to as "Defendants"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(1) of the Federal Rules of Civil Procedure and 28 United States Code § 1335. Jurisdiction over this matter is also present pursuant to the Federal Arbitration Act, 9 United States Code § 1 *et seq.*, and this Court's federal question jurisdiction, 28 United States Code § 1331.
2. At all times material to this action, Plaintiff was, and still is, a foreign corporation, other business entity organized and existing under foreign law.

3. Upon information and belief, Defendants were, and still are, foreign corporations, or other business entities organized and existing under foreign law and are aliases and/or alter-egos of each other.

4. At all material times, Plaintiff was the Owner of the motor vessel "SORMOVSKIY 119" (hereinafter the "Vessel").

5. By a charter party dated October 19, 2007, Plaintiff chartered the Vessel to Defendant E&I. *Please find the charter party annexed hereto as Exhibit "1."*

6. During the course of the charter, disputes arose between the parties regarding E&I's failure to pay detention at the load port of Azov due and owing to Plaintiff under the charter party contract. *See notice showing how detention calculated and invoice detailing amounts owed annexed hereto as Exhibits "2" and "3."*

7. As a result of E&I's breach of charter party contract, Plaintiff has sustained damages in the principal amount of \$19,707.19, exclusive of interest, arbitration costs and attorneys fees.

8. Pursuant to the charter party, all disputes arising thereunder are to be submitted to arbitration in London with English Law to apply.

9. Despite due demand, E&I has failed and/or refused to pay the sums due and owing to Plaintiff.

10. Therefore, Plaintiff is preparing to commence arbitration against Defendant(s) on its claim.

11. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in proceedings subject to English Law. As best as can now be estimated, Plaintiff expects to recover the following amounts in the arbitration:

|       |  |             |
|-------|--|-------------|
| A.    | Principal claim:   | \$19,707.19 |
| B.    | Interest on claims:<br>2 years at 5.5%, compounded quarterly | \$2,275.03  |
| C.    | Estimated attorneys' fees and expenses:                      | \$5,000.00  |
| D.    | Estimated arbitration costs:                                 | \$7,000.00  |
| Total |  | \$33,982.22 |

12. Upon information and belief, "E&I TRADING EUROPEAN IMPORT/EXPORT LIMITED" is an alias of "E&I EUROPEAN IMPORT/EXPORT LTD." and their names are used interchangeably.

13. Although "E&I EUROPEAN IMPORT/EXPORT" is the named charterer in the charter party, "E&I TRADING EUROPEAN IMPORT/EXPORT's" stamp is used to sign/verify the documents. *See Charter Party at Exhibit "1."*

14. In the alternative, upon information and belief, E&I Trading is the alter-ego of E&I because it dominates and disregards E&I's corporate form to the extent that E&I Trading is actually carrying on E&I's business and operations as if the same were its own, or vice versa.

15. Upon information and belief, E&I has no separate identity from E&I Trading.

16. Upon information and belief, E&I Trading is registered in the U.K.

17. However, no company with the name "E&I European Import/Export Ltd." could be found as part of Plaintiff's search to ascertain the Defendants' corporate status.

18. In the further alternative, Defendants are partners and/or joint ventures.

19. In the further alternative, Defendants are affiliated companies such that E&I Trading is now, or will soon be, holding assets belonging to E&I, or vice versa.

20. The Defendants cannot be found within this District within the meaning of

Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendants have, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnishees which are believed to be due and owing to the Defendant(s).

21. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, *inter alia*, any assets of the Defendant(s) held by the aforesaid garnishees for the purpose of obtaining personal jurisdiction over the Defendant(s), and to secure the Plaintiff's claims as described above.

**WHEREFORE**, Plaintiff prays:

- A. That process in due form of law issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Verified Complaint;
- B. That the Court retain jurisdiction to compel the Defendant(s) to arbitrate in accordance with the United States Arbitration Act, 9 U.S.C. § 1 *et seq.*
- C. That since the Defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds held by any garnishee within the District which are due and owing to the Defendant(s), in the amount \$33,982.22 calculated to date to secure the

Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

D. That this Court recognize and confirm any award(s) or judgment(s) rendered on the claims set forth herein as a Judgment of this Court;

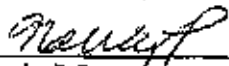
E. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;

F. That this Court award Plaintiff its attorney's fees and costs of this action; and

G. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: December 17, 2007  
New York, NY

The Plaintiff,  
NICKWARD TRADING S.A.,

By:   
Kevin J. Lennon  
Nancy R. Peterson  
LENNON, MURPHY & LENNON, LLC  
420 Lexington Ave., Suite 300  
New York, NY 10170  
(212) 490-6050 - phone  
(212) 490-6070 - fax  
[kil@lenmur.com](mailto:kil@lenmur.com)  
[nrp@lenmur.com](mailto:nrp@lenmur.com)

**ATTORNEY'S VERIFICATION**

State of New York     )  
                                  )  
County of New York    ) ss.: New York

1. My name is Nancy R. Peterson.
2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3. I am an attorney in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the Plaintiff.
4. I have read the foregoing Verified Complaint and know the content thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: December 17, 2007  
New York, NY

  
\_\_\_\_\_  
Nancy R. Peterson

**EXHIBIT "1"**



IMO: 882154, Class: RSC (11.5P), GRAB ON  
 Main: Cambodia, Port of registry: Phnom Penh,  
 GRT: 1464, NRT: 994,  
 LOA/BD: 142.70/43.88/5.30 m. LBP: 166.46 m. Draft: 3.81 m.  
 DWT: 134, DWON: 1151, Sea speed 9.0 knots.  
 HATCH COVERS: "MOVING" TYPE. SIMULTANEOUS OPENING OF COVERS 50%  
 COVERS IN THE "HARRIS WAY" ARE MOVED WHERE NECESSARY.

| HOLDS                   | COAMINGS         | HATCH COVERS | VOLUME      |
|-------------------------|------------------|--------------|-------------|
| No. 1: 17.60x11.30x4.27 | 17.40x11.30x4.27 | 17.70x11.30  | 33750 CBFT  |
| No. 2: 18.80x11.30x4.27 | 18.10x11.30x4.27 | 18.30x11.30  | 45400 CBFT  |
| No. 3: 19.80x11.30x4.27 | 19.10x11.30x4.27 | 19.30x11.30  | 40440 CBFT  |
| No. 4: 18.10x11.30x4.27 | 18.10x11.30x4.27 | 18.30x11.30  | 37680 CBFT  |
| DTAL: 224.40 CBFT       |                  |              | 157100 CBFT |

HT OF HOLDS IN HATCHWAY: 5.47m  
 IN: INCOSTRACK, H&M: INCOSTRACK  
 L DETAILS WOG

SUBSTITUTE:

"ST. CLAIR" (Coke Type) IMO: 895469,  
 No. KMP 14 35P (RMR), Hull: 1976,  
 P: St. Vincent, Port of registry: Kingstown,  
 G: 2463, NRT: 979,  
 LA/BD: 196.00/11.80/5.10m. LBP: 103.00 m. Draft: 3.26 m.  
 DWT: 3201, DWON: 1051, Sea speed 9.0 knots.  
 HATCH COVERS: "MC GREGOR" SIMULTANEOUS OPENING 24.

| HOLDS                   | COAMINGS         | HATCH COVERS | VOLUME      |
|-------------------------|------------------|--------------|-------------|
| No. 1: 18.60x12.88x4.00 | 15.60x10.90x1.20 | 15.83x11.16  | 37520 CBFT  |
| No. 2: 18.60x12.88x4.00 | 15.60x10.90x1.20 | 15.83x11.16  | 39470 CBFT  |
| No. 3: 18.60x12.88x4.00 | 15.60x10.90x1.20 | 15.83x11.16  | 39470 CBFT  |
| No. 4: 17.40x12.88x4.00 | 15.60x10.90x1.20 | 15.83x11.16  | 38330 CBFT  |
| TO: L GRAIN CAP:        |                  |              | 154800 CBFT |

HT OF HOLDS IN HATCHWAY: 5.20m  
 IN: INCOSTRACK, H&M: INCOSTRACK  
 L DETAILS WOG

FOR  
 AC E&I EUROPEAN IMPORT-EXPORT LTD. UK  
 NO 100 MTS FOR SORMOVSKIY 119 AND 1000 MTS FOR ST. CLAIR UP TO 4000 IN OWNERS OPTION OF WHEAT IN BULK ST W 45.  
 IN: V CAST (100) DRAFT RESTRICTION  
 CA: NO TO BE LOADED UNDER DECK ONLY IN ACCORDANCE WITH SHIP'S LOADING MANUALS AND STABILITY BOOKLET.  
 LO: PORT: 1 GSPB AAAA AZOV  
 DE: 1 PORT: 1 GSPB AAAA NRT  
 LO: 01 OCT 2007 FOR SORMOVSKIY 119.  
 LO: 100 NOV 2007 FOR ST. CLAIR.  
 LO: 1000 MTS PWD 14 CONS HAS SANEX EIU TIME FROM 1700 FRIDAY OR  
 A: PRECEDING LEGAL HOLIDAY UNTIL 0000 MONDAY OR A DAY FOLLOWING  
 A: HOLIDAY NOT TO COUNT AS LAYTIME EVEN IF USED  
 DE: 1000 MTS PWD 14 CONS HAS SANEX EIU TIME FROM 1700 FRIDAY OR  
 A: PRECEDING LEGAL HOLIDAY UNTIL 0000 MONDAY OR A DAY FOLLOWING  
 A: HOLIDAY NOT TO COUNT AS LAYTIME EVEN IF USED  
 UP: ARRIVAL AT LOADPORT VIL WILL BE READY FOR LOADING AFTER DREAMLASTING  
 NO: NO IN TENDERED WWW BY TELETYPE/FAX SENDS W/ L/D DATES, W/ OFFICE HRS.  
 AT: SADDONCH KINT OFFICE HOURS 0800-1800 MON-FRI  
 AT: SADDONCH KINT OFFICE HOURS 0800-1800 MON-FRI  
 OF: IF NOT TENDERED AFTER NOON, THEN TIME START TO COUNT 0800 NEXT WORKING DAY.

THE FERRAS





- HOLIDAYS/WORKING HOURS TO BE AS PER INCOTERMS 2007 (HOLIDAY CALENDAR APPLICABLE IN ALL THE COUNTRIES).  
 - LAYTIME MAY BE REVERSIBLE.  
 - RUSSELL HOLIDAYS CLAUSE: AT LOADING PORT IN CASE GOVERNMENT PERFORMS (OFFICIAL) TRANSFER ON A WORKING DAY TO A WEEK-END (SUNDAY OR SATURDAY), THEN SUCH DAY TO COUNT AS WORKING DAY.  
 - TIME FOR PROCEEDING TO ANCHORAGE TO BERTH/SHIFTING/PILOTAGE NOT TO COUNT AS LAYTIME.  
 - IF VESSEL IS REQUIRED TO SHIFT BETWEEN TWO BERTHS AT LOAD AND DISCHARGE PORT TIME IS TO COUNT AS LAYTIME. ALL SHIFTING EXPENSES TO BE FOR CHARTERS' ACCT.  
 - BERTH WAITING COUNT AS LAYTIME IF  
 - FRT USD 32.00 PWT FRT USD 15.00 SPLIT/GRAB TRIMMED  
 - FRT PAYABLE 100 PCT LESS COMMISSION WITH 30 DAYS AFTER S/A BSL MARKED  
 - "FREIGHT PAYABLE AS PER C/P" AND "CLEAN ON BOARD" INTO OWNERS NOMINATED BANK ACC IN USD CURRENCY  
 - B/LT IAC BSB  
 - DATE OF C/P TO BE INKED ON THE FACE SIDE OF BSL  
 - AFTER LOADING IS COMPLETE, B/LT TO BE SEALED BY SHIPPERS OR SURVEYORS FOR THEIR TIME/ACCOUNT  
 - AT LOAD PORT MASTER TO ISSUE SEALING CERTIFICATE WHICH TO BE SIGNED BY MASTER AND SHIPPERS OR SURVEYORS  
 - IF THE SEALS PRESENTED TO RECEIVERS OR HIS REPRESENTATIVE OR CHARTERERS AGENT AT DISCHARGE PRIOR TO THE COMMENCEMENT OF DISCHARGING ARE FOUND DETACT AND IS CONFIRMED BY THE RELEVANT SEALS AND SIGNATURES, THEN MASTER/OWNERS ARE NOT RESPONSIBLE FOR POSSIBLE SHORTAGE CLAIMS, WHICH HAVE TO BE SETTLED BY WHEN QUANTITIES AND RECEIVERS DIRECTLY  
 - RECEIPT FULLY DEEMED BARNED UPON COMPLETION OF LOADING NON RETURNABLE / UNDISCOUNTLESS VESSEL AND OR ARCH LOST OR NOT LOST  
 - B/LT USD 10000 PWT/GRAB BENDS  
 - B/LT AT PORT IF ANY TO SETTLED TOGETHER WITH FREIGHT PAYMENT AGAINST MUTUALLY AGREED LAYTIME CALCULATION SUPPORTED BY ALL RELEVANT DOCS. T/S, NOL, SOF FAX COPIES ARE ACCEPTABLE IAC BSB.  
 - B/LT AT PORT IF PAID WITH 30 DAYS, PRESENTATION MUTUAL AGREED LAYTIME CALCULATION SUPPORTED BY ALL RELEVANT DOCS: S, NOL, SOF, FAX COPIES ARE ACCEPTABLE.  
 - FLOAD PORT LAYTIME TO CEASE COUNTING UNTIL CARGO DOCUMENTS ON BOARD  
 - FOR ON DEMURRAGE ALWAYS ON DEMURRAGE  
 - ON ARRIVAL AT LOADPORT VSL WILL BE READY FOR LOADING AND COO  
 - INTER AGENTS BENDS / SUB OWNS D/A APPROVAL  
 - INCOME BSL TO BE MARKED BY "FREIGHT PAYABLE AS PER C/P" AND "COB"  
 - CASE BSL MARKED FRT PAY ARE ISSUED IN LOADPORT AND SIGNED BY MASTER, THEN OWNERS TO INSTRUCT B/LT AGENT TO RELEASE BSL UPON OWNERS BANKERS RECEIPT DIRECTLY FROM CHARTER BANKERS OF T/L CONFIRMING T FREIGHT HAS BEEN IRREVOCABLY REMITTED TO OWNERS BANK ACCOUNT.  
 - B/LT TO BE TENDERS WITHIN 10 C/VIA CABLE/RADIO/TELEX DURING OFFICE HOURS ON WORKING DAYS, ONLY AFTER 10 AM AT PILOT STATION WITHIN 10 AM AND ACCEPTED AS PER GEN 24/25/26 FORMULA  
 - B/LT ACTUALLY USED BEFORE COMMENCEMENT OF LAYTIME NOT TO COUNT  
 - SET OWNERS TO GIVE 24 HRS PRENOTICE AND 24 HRS TO CHARTERERS / AGENTS AT LOAD AND DISCHARGE  
 - B/LT HAS THE RIGHT TO REJECT ANY DAMAGED CARGO THAT MAY CAUSE CLAUSING OF BSL AND SAME TO BE RE-PLACED  
 - CLEAN CARGO, BUT IN ALL CASES PRIOR TO SAME FIRST CLASS INDEPENDENT SURVEYOR TO BE APPOINTED BY CHARTERERS TO EXAMINE THE CONDITION OF THE CARGO. CHARTERS TO BE RESPONSIBLE FOR REPLACEMENT OF CARGO FOUND UNSOUND  
 - MIGRATION CLAIMS  
 - MIGRATION IF ANY FOR CHARTERS ACCT B/LT TIME LOST.  
 - MIGRATION WITH CREW ON BOARD ALLOWED.  
 - CHARTERS ARE RESPONSIBLE FOR INSURING THAT OFFICERS AND CREW AS WELL AS ALL OTHER PERSONS ONBOARD THE VESSEL DURING AND AFTER THE MIGRATION ARE NOT EXPOSED TO ANY HEALTH HAZARDS WHATSOEVER. CHARTERS TO DORTAX TO PAY OWNERS ALL NECESSARY EXPENSES (SUCH AS HOTEL EXPENSES ETC) INCURRED BECAUSE OF MIGRATION OF CREW ON BOARD.  
 - A/T SURVEY AT CHARTERS ACCT/ TIME BENDS  
 - BSL IN FRTS FROM ANY FRTS  
 - Y TAXES/DUES ON CARGO/FREIGHT TO BE FOR CHARTERS ACCT, SAME ON VESSEL/CREW/FLAG/OWNERSHIP FOR OWNERS ACCT IN LONDON AS PER VIA RULES 74 WITH LATEST AMENDMENTS  
 - SITUATION IN LONDON AS PER LMAA TERMS, ENGLISH LAW TO APPLY  
 - OTHERWISE AMENDED AS PER MAIN TERMS CLEAN GENCON 94 WITH 25 PCT T/L COMM.

B/

C/ INTERIMS



OWNERS



EXHIBIT "2"

| 1. Agents<br><b>ZORAGENT LTD</b>                               |                             | Voy: 0207 AZOV - PJT                               |   |                |       |      |                     |
|--|-----------------------------|--|---|----------------|-------|------|---------------------|
| 2. Vessel's name<br><b>Scorovsky-119</b>                       |                             | 3. Port<br><b>AZOV</b>                             |   |                |       |      |                     |
| 4. Owners/Disponent Owners                                     |                             | 5. Vessel berthed<br><b>08.11.07 18:16</b>         |   |                |       |      |                     |
| 6. Cargo<br><b>WHEAT IN BLK</b>                                |                             | 8. Loading commenced<br><b>09.11.2007 1:43</b>     | 7. Loading completed<br><b>13.11.2007 14:00</b> |                |       |      |                     |
|  |                             | 9. Discharging commenced                           | 10. Discharging completed                       |                |       |      |                     |
|  |                             | 11. Cargo documents on board                       | 12. Vessel sailed                               |                |       |      |                     |
| 13. Charter Party<br><b>19.10.07</b>                           |                             | 14. Working hours/next hours of the port           |   |                |       |      |                     |
| 15. SS of Lading weight/quantity<br><b>3 100,000 MT</b>        | 16. Outturn weight/quantity |  |   |                |       |      |                     |
| 17. Vessel arrived on roads<br><b>07.11.07 13:08</b>           |                             | 18. Time to count from<br><b>09.11.07 14:00</b>    |   |                |       |      |                     |
| 19. Notice received<br><b>07.11.07 16:00</b>                   |                             | 20. Rate of demurrage<br><b>USD 4200 PD PR</b>     | 21. Rate of dispatch<br><b>1 D</b>              |                |       |      |                     |
| 22. Next date available  |                             | 23. Time to stop counting<br><b>16.11.07 21:30</b> |   |                |       |      |                     |
| 24. Laytime allowed for loading<br><b>1300 MTIWWO SSHEX EU</b> |                             | 25. Detention<br><b>SD 20212.50</b>                |   |                |       |      |                     |
| <b>LAYTIME COMPUTATION</b>                                     |                             |  |   |                |       |      |                     |
| Date   | Day                         | Time worked  |   | Laytime used   |       |      | Remarks             |
|  |                             | From   | To  | days           | hours | mins |                     |
| 08.11.07   | THU                         | 18:30:00   | 22:15:00  | 0              | 2     | 45   | VESSEL ON DETENTION |
| 09.11.07   | THU                         | 23:00:00   | 24:00:00  | 0              | 1     | 0    |                     |
| 09.11.07   | FRI                         | 0:00:00  | 17:00:00  | 0              | 17    | 0    |                     |
| 12.11.07   | MON                         | 2:00:00  | 24:00:00  | 0              | 22    | 0    |                     |
| 13.11.07   | TUE                         | 0:00:00  | 24:00:00  | 1              | 0     | 0    |                     |
| 14.11.07   | WED                         | 0:00:00  | 24:00:00  | 1              | 0     | 0    |                     |
| 15.11.07   | THU                         | 0:00:00  | 24:00:00  | 1              | 0     | 0    |                     |
| 16.11.07   | FRI                         | 0:00:00  | 21:30:00  | 0              | 21    | 30   |                     |
| <b>TOTAL LAYTIME</b>   |                             |  |   | 0              | 20    | 45   |                     |
| <b>TOTAL ON DETENTION</b>                                      |                             |  |   | 3              | 49    | 30   |                     |
| Laytime allowed  |                             | 2.9848 days  |   | Place and date |       |      |                     |
| Laytime used   |                             | 0.9545 days  |   | Signature      |       |      |                     |
| Laytime on detention   |                             | 6.8128 days  |   |                |       |      |                     |
| <b>DETENTION</b>   |                             | <b>USD 4200 X 6.8128 = USD 28712.50</b>            |   |                |       |      |                     |



EXHIBIT "3"

**TRYGGRONIA INVESTMENTS INC.**

31, BANNATYNE GARDENS, CHRIST CHURCH, BARBADOS

**DEMURRAGE/DETENTION INVOICE, m/v "SORMOVSKIY 119"**

To: E&amp;I EUROPEAN IMPORT-EXPORT LTD, UK

Dated 18-Nov-07

m/v "Sormovskiy 119"

| Re:                    | Voyage: Azov - Poti |    |           |
|------------------------|---------------------|----|-----------|
| Voyage #3              |                     |    |           |
| No                     | Description         |    | Amount    |
| 1. Demurrage/Detention | Azov                | \$ | 21 212,50 |
| Less                   |                     |    |           |
| Commission:            | 2,50%               | \$ | 508,31    |
| Total due:             |                     | \$ | 19 707,19 |

Please pay Nineteen Thousand Seven Hundred Seven US Dollars and 19 Cents to following bank account:

|                       |   |
|-----------------------|---|
| Corresponding Bank    | DRESDNER BANK AG, FRANKFURT<br>AM MAIN, GERMANY |
| SWIFT Cor. Bank       | DRSDE33   |
| Correspondent account | 4990200704400400                                |
| Beneficiary Bank:     | BALTIC INTERNATIONAL BANK,<br>RIGA, LATVIA      |
| Beneficiary SWIFT     | BZIB LV 22                                      |
| Beneficiary Account   | LV74BLIB320002733001                            |
| Beneficiary Name      | TRYGGRONIA INVESTMENTS<br>INCORPORATION         |

Manager

L. Avram

